

MASTER AGREEMENT

BETWEEN

CHAUFFEURS, TEAMSTERS AND HELPERS LOCAL UNION NO. 238

AND

BOARD OF EDUCATION
BURLINGTON COMMUNITY
SCHOOL DISTRICT

JULY 1, 2006 - JUNE 30, 2009

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ARTICLES OF AGREEMENT

THIS AGREEMENT made this 13th day of March, 2006, by and between CHAUFFEURS, TEAMSTERS AND HELPERS Local Union No. 238 affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union" and the Burlington Community School District of Burlington, Iowa, hereinafter referred to as the "Employer".

RECOGNITION

- 1.1 The Employer agrees to recognize and does hereby recognize the Union, its agents and representatives as the exclusive bargaining representative for all of the employees of the Employer as herein defined.
- 1.2 The term "employee" as used in this Agreement shall include all full-time route drivers and full-time available substitute bus drivers of the Burlington Community School District and excluding Supervisors of Transportation and others excluded by the act.
- 1.3 The Employer will neither negotiate nor make collective bargaining agreements for any of the employees in the bargaining unit covered hereby unless it be through duly authorized representatives of the Union.
- 1.4 The Employer agrees that it will not interfere with, restrain, coerce, or discriminate against any of its employees in connection with their membership in the Union.

GRIEVANCE PROCEDURE

- 2.1 The purpose of this Article is to provide a prompt method of settling grievances that arise between the employee, the Union, and the Employer over the violations of the provisions of this Agreement.
- 2.2 The grievance shall be processed as follows:
 - Step 1. The aggrieved employee shall attempt to resolve the grievance with the immediate supervisor within five (5) working days of its occurrence. The employee shall have the Union Steward present in this Step for the discussion of the grievance. The immediate supervisor shall reply verbally to the aggrieved employee within two (2) working days after discussion of the grievance.
 - Step 2. If the grievance is not settled in Step 1 of this procedure, then the aggrieved employee shall reduce the grievance to writing on a grievance form and present the written grievance to the Supervisor of Transportation within five (5) working days of the verbal reply from the immediate supervisor in Step 1. The Supervisor of Transportation shall meet with the aggrieved employee, the Union Steward, and the Union Business Agent within five (5) working days after receipt of the grievance by the Supervisor of Transportation. The Supervisor of Transportation shall give his/her answer in writing, on the grievance within five (5) working days of such meeting.
 - Step 3. If the grievance is not resolved in Step 2, the Union, the Union Steward, and the aggrieved employee shall submit the written grievance to the Superintendent of Schools or his/her designee within two (2) working days from the meeting in Step 2. The Union and the Superintendent of Schools or his/her designee shall meet within five (5) working days after the Superintendent of Schools or his/her designee receives the grievance in an attempt to settle the grievance. The Superintendent or his/her designee shall give an answer to the grievance at this meeting. If the answer to the grievance is satisfactory, the parties shall sign the grievance indicating the settlement. If not settled, the grievance shall be referred to Step 4.
 - Step 4. Any grievance not settled in Step 3 may be referred to a request for arbitration by the Union by written notice to the Superintendent of Schools or his/her designee within thirty (30) calendar days. The Union shall write to and request the Federal Mediation and Conciliation Service to submit a list of five (5) arbitrators. Within five (5) days after receipt of the list of the five (5) arbitrators names, the Union and the employer shall meet and alternately strike a name from the list until one (1) name is left. That person shall be the arbitrator. The Union shall notify the Federal Mediation and Conciliation Service to that effect.

The arbitrator's expenses shall be paid equally between the Union and the Employer and shall include the arbitrator's fee and expenses and the cost of the hearing room. Any other expenses shall be paid by the party incurring them.

The arbitrator shall have no authority to change or amend the Agreement. The decision of the arbitrator shall be final and binding upon the parties.

2.3 The time limits in any step of the Grievance Procedure herein may be extended by mutual agreement of the parties.

HOURS, WORKDAY, AND WORKWEEK

- 3.1 The hours of work will be scheduled according to the bid runs selected by the employees.
- 3.2 A workweek shall commence at midnight on Sunday and continue to the following Sunday at midnight, a period of one hundred sixty-eight (168) consecutive hours.
- 3.3 A workday shall commence at midnight and shall end the following midnight for a period of twenty-four (24) consecutive hours.

UNION REPRESENTATIVES

4.1 Union Representatives

The Business Representatives of Local Union No. 238 shall have access to the premises of the Employer for the purpose of the investigation of grievances and other Local Union No. 238 business as is necessary for the convenience of the employees covered by this Agreement.

4.2 Union Stewards

The Union shall designate and appoint the Union Steward for the employees to conduct the affairs of the Union for the benefit of the employees covered by this Agreement. The Union shall give, to the Employer, in writing, the name of the Union Steward designated by the Union to serve as the Steward. The Employer will also be notified, in writing, of any changes of designation of a Union Steward by the Union.

4.3 Union Bulletin Board

The Employer agrees to provide a Union Bulletin Board in the driver's room for the purpose of posting notices, etc., relating to the affairs of the Union.

EMPLOYEE LOUNGE

5.1 The District will provide the employees a lounge facility.

MANAGEMENT RIGHTS

6.1 The Burlington Community School District has and will retain the exclusive right to manage, schedule and assign school bus drivers to regular, special education school bus routes and assign educational-activity transportation among regular and substitute drivers and to exercise other Public Employer Rights as specified in Chapter 20.7 of the Code of Iowa except as delegated, granted, modified, or limited by other provisions in this Agreement.

CHECK-OFF

- 7.1 The Employer agrees to deduct from the pay of all employees covered by this Agreement, Union dues, Union initiation fees and/or assessments of the Local Union having jurisdiction over such employees and agrees to remit to said Local Union all such deductions. Where laws require written authorization by the employee, the same is to be furnished in the form required.
- 7.2 The Employer agrees to deduct authorized initiation fees, Union dues and assessments on a monthly basis beginning on September 1 through May of each school year.
- 7.3 The written authorization for deductions may be terminated by the employee by giving at least thirty (30) days written notice of such cancellation.
- 7.4 The Union shall hold the Employer harmless for any loss on account of its performance under this article.
- 7.5 The Employer agrees to deduct from the pay of each employee, upon request by proper authorization, from said employee any amount authorized to be withheld for the Teachers Credit Union.
- 7.6 The Union agrees to release and hold harmless the Board, each individual Board member, and all administrators against any and all claims, costs, suits or other forms of liability and all court costs arising out of the application of the provisions of this Article and the Agreement between the parties for dues deductions.

SENIORITY, WORK ASSIGNMENTS & LAY-OFFS

- 8.1 **Job Classifications**. The job classifications of the employees covered under this Agreement shall be regular route driver and full-time available substitute driver.
- 8.2 **Seniority List**. Employees shall be placed on the seniority list as of the first day of hire. Seniority order shall be established by the last name of the driver, alphabetically, in cases of employees being hired on the same date. A protest of error of or omission from the seniority list must be made to the Employer within five (5) work days from the date the Employer provides the Union with the seniority list; otherwise the list will stand as being correct. A full-time available substitute driver who refuses three (3) route driving assignments in a contract year shall be moved to the bottom of the seniority list. Seniority is terminated upon resignation or discharge.
- 8.3 Lay-Offs. The Employer shall give at least fourteen (14) calendar days notice prior to a lay-off. The least senior employees shall be laid off starting at the bottom of the seniority list or starting with the least senior driver with a route who shall then move to full time available substitute driver status. The recall period from lay-off shall be eighteen (18) months from the date of lay-off. Employees shall be recalled in reverse order of lay-off. The employee shall notify the Supervisor of Transportation of any change of address during the period of lay off. The Employer shall send to the employee a certified letter of notice of recall to the last known address of the employee; however, the employer may telephone or personally contact the employee being recalled and if recall is accepted, no certified letter need be sent. Any employee who fails to accept recall within ten (10) calendar days of receipt of the recall letter shall lose all seniority and all recall rights.
- Route and Extra Work Assignments. All routes and extra work assignments known to the Supervisor of Transportation will be posted on the drivers' bulletin board at least ten (10) working days prior to school and will remain posted until the bid meeting. The bid meeting will be held on the date of the drivers' preschool workshop, prior to the start of the required meeting. Time to complete bidding will not be paid work time. Drivers will choose routes and extra work assignments starting with the most senior driver. A driver may not combine route and extra work assignments beyond eight (8) hours of work per day. (Activity trips are excluded.) The driver will be allowed a maximum of ten minutes to exercise his/her bid. After the driver has selected his/her choice of routes and extra work assignments, the driver shall sign and date the bid(s) and immediately return them to the Supervisor of Transportation. If no driver bids on a route or extra work assignment, the least senior driver shall be assigned. There will be no trading of routes or extra work assignments after the bidding and awarding of the routes and

extra work assignments. The Employer may refuse to assign to a route or to an extra work assignment an employee if deemed in the best interests of the District. It shall be the employee's responsibility to learn his/her route or extra work assignment on his/her own time without pay.

In the event a route is permanently canceled for any reason, the affected driver may bump any driver with less seniority, and any displaced driver may then bump any driver with less seniority. This shall not apply to cancellations of extra work assignments.

- 8.5 Vacancy. The driver must give at least five (5) work days written notice to the Supervisor of Transportation if the driver wants to give up a route or extra work assignment. Vacancies in routes or in extra work assignments that develop after the initial bid meeting, other than those due to leaves of absence, shall be posted for at least three (3) work days and bid by seniority. If no one chooses to bid on the route or extra work assignment, the route or assignment shall be assigned to the least senior driver.
- Vacancies Due to Leaves of Absence. Vacancies in routes due to a driver being granted a leave of absence beyond fifteen (15) working days or for personal illness or injury known to extend beyond fifteen (15) working days, will be offered to the most senior full-time available substitute driver. Any extra work assignments will be posted for bid as a temporary vacancy if the leave is longer than fifteen (15) consecutive working days. A driver on leave of absence shall return to his/her routes and extra work assignments.
- 8.7 Out of-District And In-District Activity Trips Bidding Procedure. Separate trip lists will be maintained for out-of-district and in-district activity trips. Drivers shall notify the Supervisor of Transportation if they do not wish to be placed on either or both the activity trip bidding roster list(s). All out-of-district and in-district activity trips shall be bid by the drivers on a seniority basis by offering these trips to the senior drivers on the activity bidding roster list and then rotating the entire activity bidding roster list. If a driver turns down a trip, that driver shall be placed at the bottom of the appropriate activity bidding roster list and must wait until all others with seniority on that list have had an opportunity to bid. The time of departure will be the basis for assigning trips. In the event a trip is canceled, the driver will be assigned the next trip "up." If drivers desire to drop out of the rotation for a specific amount of time, they may do so by submitting a letter of waiver to the Supervisor of Transportation. In the event they wish to return to the rotation, they shall notify the Supervisor of Transportation in writing. The Supervisor of Transportation will immediately place them back in rotation. Drivers may trade activity trips handed to them on bidding days only, and trading must be completed by noon the following day and reported to the office.

On Thursday by 2:00 p.m., the Supervisor of Transportation will post on the drivers' bulletin board a list of eligible drivers for in-district and out-of-district activity trips by listing the most senior drivers and then rotating the entire activity

bidding roster lists. On Friday at 9:00 a.m., the Supervisor of Transportation will meet with both in-district and out-of-district eligible drivers, and by starting with the most senior driver, have them pick their respective trips.

Drivers whose names are on the eligible list and who do not answer for the bidding will be considered as giving automatic refusal. If a driver is not on the eligible list, and he/she is present when his/her name becomes eligible to bid, the driver may pick an activity trip.

Trips that come in after bidding procedures on Friday that occur on the dates bid on will be given out by offering these trips to the most senior person on the respective in-district or out-of-district activity bidding roster list.

If a full-time available substitute driver has not accumulated three (3) working hours on a route or extra work assignment from the previous bid date to the time of present bidding, he/she will not be eligible to bid on the activity trips.

If a driver turns in or fails to fulfill an activity trip assignment on the day of the trip and if there is no on-duty working driver or an available driver in the lounge, the Supervisor of Transportation may assign that trip to any other available driver.

8.8 **Proxy Bids.** The Union Steward, the Union's designated representative, or the Supervisor of Transportation shall have the authority to bid any route, extra work assignment or activity trip for any driver if requested in writing within the time limits of bidding by a driver who cannot be present due to an emergency or due to job responsibilities.

INSURANCE

9.1 Medical Insurance

All bus drivers under contract for one hundred twenty (120) consecutive days or more and working thirty (30) hours or more per week are eligible for single coverage with the District paying a maximum of ninety dollars (\$90.00) per month and the employee paying the difference through payroll deduction. The District will provide a 125 Tax Saver Plan.

Group Life Insurance

To be eligible, employees must be under contract for one hundred twenty (120) consecutive days or more and work thirty (30) hours or more per week to receive ten thousand dollars (\$10,000.00) group life insurance.

Disability Insurance

Disability insurance is tied to sick leave. It pays sixty percent (60%) of salary up to age sixty-five (65). Bus drivers are covered if they are under contract for one hundred twenty (120) consecutive days and work thirty (30) hours or more per week.

WAGES

- 10.1 The employees shall be paid once each month. All hours shall be itemized on the employee's time card and pay voucher.
- 10.2 A driver is guaranteed at least one (1) hour work when requested to drive an educational activity. If the activity is canceled, the driver will remain as the first (1st) driver up to be called for the next activity.
- When on an activity or educational trip outside the school district, the school bus driver will be paid at a rate agreed upon in 10.5.
 - A. All trips to West Burlington School District will be paid as in-district driving.
 - B. All trips to adjoining school districts, if under two (2) hours minimum, will be paid as in-district. Over two (2) hours will be paid at the rate of out-of-district driving.
 - C. When a route driver is required to take a trip during his/her route time, the driver will be paid the difference in the rate of pay for the time lost from the route.
- 10.4 If a driver is required to stay overnight with a group, hotel accommodations for a private room are to be made by the administrator in charge of the trip and paid for by the district.

The driver shall be guaranteed a minimum of eight (8) hours the first day of the trip or actual time spent loading, unloading and/or driving whichever is the greater. The second day, a driver shall be paid for all time spent loading, unloading and/or driving the bus. On a three (3) day trip or more the minimum guarantee is eight (8) hours every day except the last day, which will be paid for all time spent loading, unloading and/or driving the bus.

10.5 The bus drivers' salary schedule shall be as follows:

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	2006-2007	2007-2008	2008-2009
1st Day Through 45th	11.71	12.26	12.86
46th Day Through 2nd Year	14.49	15.04	15.64
3rd Year Through 5th Year	14.60	15.15	15.75
6th Year Through 8th Year	14.65	15.20	15.80
9th Year Through 11th Year	14.71	15.26	15.86
12th Year Through 15th Year	14.77	15.32	15.92
16th Year Through 20th Year	14.82	15.37	15.97
21st Year	14.87	15.42	16.02
Out-of-District Activity	12.14	12.69	13.29
Hot Lunch/Inter- School Mail Driver	10.95	11.50	12.10

- 10.6 Every regular route driver who holds a valid state permit will be guaranteed three (3) hours per day, for one hundred eighty (180) days. They will have their time computed as follows:
 - A. Five (5) minute pre-check per trip.
 - B. Actual driving time and on-duty time as directed by the Employer.
 - C. Fifteen (15) minutes daily cleaning time. The fifteen (15) minute daily cleaning time is to be completed immediately after the morning run, or immediately preceding the afternoon run, if feasible. If a staff meeting is called, drivers will be guaranteed a minimum of thirty minutes of paid time in lieu of the fifteen (15) minutes for cleaning time.

D. State school bus inspection. On those days of state school bus inspection, the driver's time spent will be included in their daily cumulative total and will be paid accordingly.

If the cumulative total of A, B, C is less than three (3) hours, the driver will not receive additional compensation. If the total of A, B, C exceeds three (3) hours, the driver will be compensated for all excess time.

All drivers shall be paid a one (1) hour guarantee at the applicable rates for all other special routes driven.

- 10.7 The drivers shall be paid their hourly rate for all required meetings and schooling by the Employer. The Employer will pay up to a maximum of twenty-five dollars (\$25.00) toward the tuition for approved continuing education courses. The Employer will pay for three (3) hours for drivers to attend mandatory continuing education each year. The Employer will pay for twelve (12) hours for new drivers for mandatory continuing education, provided the driver successfully completes sixty (60) days of actual driving from the most recent date of hire.
- 10.8 Overtime pay will be paid at the rate of one and one-half (1½) times the hourly rate of pay of the employee for all hours worked in excess of eight (8) hours in a day or forty (40) hours in a week or in one (1) continuous period.
- 10.9 The cost of meals will be reimbursed when the driver is in travel status or when the Supervisor of Transportation requires the driver to stay through lunch/dinner hour on any in-district activity. The cost of evening meals will be reimbursed on out-of-town trips when the bus driver is required to leave Burlington prior to the evening meal in order to arrive at his/her destination at a reasonable night hour; or, if the bus driver could not reasonably expect to reach his/her home from an out-of-town trip by 6:00 p.m. Actual expenses will be reimbursed, not to exceed twenty dollars (\$20) a day, upon receipt for same. All receipts must state the actual date and the amount in order for the employee to be reimbursed. Tips will not be reimbursed. At no time may a driver exceed eight dollars (\$8.00) per meal or ask for reimbursement when a sack lunch is provided. The cost of breakfast will be reimbursed on out-of-town trips when the bus driver is required to leave Burlington prior to 7:00 a.m.
- 10.10 The Employer will reimburse all bus drivers employed for one (1) year or more one-half (1/2) of the cost of their C.D.L. when their present valid Iowa C.D.L. becomes due. Proof of purchase of C.D.L. must be made to the Supervisor of Transportation.
- 10.11 If school is canceled less than 30 minutes before a bus driver's start time, the driver shall be paid for one hour. The Supervisor of Transportation shall determine the time of cancellation.

PHYSICAL EXAMINATIONS

- 11.1 The Employer will reimburse the employee for the cost of any required physical, including any required TB test, up to eighty-five dollars (\$85.00).
- 11.2 The Employer will reimburse the employee for the cost of a required x-ray if the employee cannot take the skin test for TB or must have an x-ray after a positive skin test, up to one hundred fifty dollars (\$150.00).

PERSONAL LEAVE OF ABSENCE

- 12.1 Any employee under individual contract desiring a leave of absence from their employment shall secure written permission from the Employer. Copy of said written permission shall be given to the Union. A leave of absence shall be granted for a maximum of fifteen (15) consecutive working days and without pay. Failure to comply with this provision shall result in the complete loss of seniority rights of the employee. Inability to work because of proven sickness or injury shall not result in the loss of seniority rights. Any employee granted a personal leave of absence beyond the fifteen (15) consecutive working days as stated above, shall maintain his/her seniority but will not continue to accrue seniority after the expiration of the fifteen (15) consecutive working days. Application for said leave shall be filed with the Supervisor of Transportation at least seven (7) days in advance of the anticipated leave. At no time can there be more than four (4) employees off on the same dates under this Article excluding persons on leave of absence due to personal illness or injury on or off the job.
- When an employee is on an extended leave of absence of more than fifteen (15) consecutive working days, and in the event he/she wants to return to work before the termination date of the extended leave of absence, such a request must be by the mutual consent of the employer and employee.

PERSONAL DAYS

Upon notification to the Supervisor of Transportation by noon of the preceding day, each full-time employee shall be authorized two (2) days of paid personal leave during each school year. Personal leave shall not be granted the first (1st) or the last work day in a school year.

Personal leave may not be taken the day prior to or following any vacation, holiday, or recess period except by authorization of the Superintendent.

SICK LEAVE

- 14.1 All regular route bus drivers (excluding full-time available substitutes) shall be paid sick leave at their regular hourly rate of pay based on the hours normally worked in a day when sick leave is taken. Bus drivers will earn up to a maximum of fifteen (15) days per school year. Full-time available substitute drivers employed on a full-time basis for ten (10) consecutive days will be entitled to use accumulated sick leave while filling a temporary vacancy. A full-time available substitute driver employed on a regular route for at least a semester will be entitled to accumulated sick leave on a prorated basis.
 - Route drivers shall be paid sick leave in increments of one-half (1/2) day or more when off work due to illness or injury at the drivers' hourly rate.
- One hundred ninety (190) days shall be the maximum amount of sick leave that the employee may accrue.
- 14.3 To the extent of sick leave accrued, weekly sick leave will be paid to the bus driver(s) (at their option) in conjunction with weekly workers' compensation payments to the extent that the bus drivers will receive their average weekly pay.
- 14.4 The Employer or its designee has the right to require such reasonable evidence as it may desire confirming the necessity for leaves of absence for medically related disability as per Chapter 279.40 of the Code of Iowa.

FAMILY ILLNESS, BEREAVEMENT LEAVE & FUNERALS

- Regular route drivers will be granted leave with full pay up to five (5) days per year for serious illness in the family. The family to include the employee's spouse, father, father-in-law, mother, mother-in-law, brother, sister, son, daughter, grandparent, grandchild, foster parent, stepparent, foster child, and step child.
- 15.2 Regular route drivers will be allowed five (5) working days in each instance with full pay as bereavement leave in case of a death in the family. The family members are to include the father, father-in-law, mother, mother-in-law, spouse, brother, sister, brother-in-law, sister-in-law, son, daughter, grandparent, grandchild, foster parent, step parent, foster child, and step child, and may be granted in the case of any other member of the immediate family, not to exceed two (2) working days.
- 15.3 Regular route drivers will be allowed a maximum of one (1) day leave per year with full pay to attend a funeral of a person other than a family member as described in section 15.2.

LEAVE OF ABSENCE FOR UNION BUSINESS

- 16.1 The Employer agrees to grant the necessary time off without discrimination or loss of seniority rights and without pay to any employee designated by the Union to serve in any capacity on Union official business.
- 16.2 The Union agrees that notification of the leave of absence will be given to the Employer as far in advance of such effective date as possible.

JURY DUTY

17.1 An employee shall be paid full pay for absence from work while called to serve as a juror or a witness. This is intended to mean that the employee shall receive full pay for wages lost due to examination, selection and/or actual service on a jury or as a witness, less any fees paid for such services. Employees shall report to the Employer if excused before the end of the workday.

PROBATION, DISCIPLINE AND DISCHARGE

- During the first sixty (60) days of actual driving from the most recent date of hire ("probationary drivers"), the Employer may discipline or discharge the driver without the discipline or discharge being subject to the grievance procedure.
- 18.2 After the driver has actually driven sixty (60) days from the most recent date of hire, the driver may grieve only a suspension or discharge starting at Step 3 of the grievance procedure in Article 2 on the basis that the suspension or discharge was without proper cause.
- 18.3 The Employer shall furnish to the Union Steward and Union Business Representative a copy of any discipline or discharge notice.

DIVISIBILITY OF AGREEMENT

19.1 If any article in this Agreement becomes invalid due to state or federal law, the parties will meet and renegotiate that article within ninety (90) days in order to comply with said law. All other Articles in this Agreement will remain in full force and effect during the duration of this Agreement.

REOPENER

20.1 There are no automatic reopener topics unless mutually agreed upon by both parties for the duration of this Agreement.

EFFECTIVE DATE AND DURATION OF AGREEMENT

21.1 This Agreement shall be in full force and effect from July 1, 2006, to and including June 30, 2009.

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SIGNATURE CLAUSE

22.1	In witness whereof, the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective chief negotiators, and their signatures placed thereon, all on the 20th day of June , 2006.				
	Chauffeurs, Teamsters, and Helpers Local Union Number 238 affiliated with the International Brotherhood				
	of Teamsters	Board of Education			
	By: And Usland Business Agent and Chief Negotiator	By: Melaure President	Tukarlod		
	By: Jary Lunham Secretary/Treasurer	By: Sun dul Chief Negoti	thim Subjection		

UNDERSTANDINGS OF INTENT

The District will involve drivers in in-service activities dealing with handling of special education students who have special problems affecting the bus riding as well as any other topics related to safety considerations.